

Order Filed on March 25, 2019 by
Clerk U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

SCOTT D. SHERMAN, ESQUIRE
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Attorney for Secured Creditor THE BANK OF NEW YORK MELLON,
F/K/A The Bank of New York as trustee for registered Holders of
CWABS, Inc., Asset-Backed Certificates, Series 2007-BC3
C.241-6840.NF

In Re:

Orville Malcolm and Marcia Malcolm

Case No.: 16-22832-RG

Adv. No.:

Hearing Date: 01/16/19 at 10:00 a.m.

Judge: R. Gambardella

CONSENT ORDER RE ADEQUATE PROTECTION

The relief set forth on the following pages, numbered two (2) through four (4) is hereby **ORDERED**.

DATED: March 25, 2019



Honorable John K. Sherwood
United States Bankruptcy Court

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Debtors: Orville Malcolm and Marcia Malcolm

Case No. 16-22832-RG

Caption of Order: Consent Order Re Adequate Protection

IT IS HEREBY CONSENTED by and between Movant, The Bank of New York Mellon, f/k/a The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2007-BC3, its assignees and/or successors in interest, through its retained counsel, Scott D. Sherman, Esquire, for Prober & Raphael, A Law Corporation, and Debtors Orville Malcolm and Marcia Malcolm, through their counsel, Angela Nascondiglio, of Middlebrooks Shapiro, P.C., Esquire, as follows:

1. Debtors shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **1978 Hillside Ave, Union, New Jersey 07083**, in a timely fashion, commencing with the March 2019 payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.



2. Debtors shall pay off arrearages in the total amount of \$11,055.62, representing the September 2018 through February 2019 monthly payments plus attorneys' fees and costs of \$531.00, less suspense of \$-41.52. Said arrearages shall be paid through the Debtors' Chapter 13 Plan. Movant may file a Supplemental Proof of Claim to reflect the addition of said fees.

3. The automatic stay of 11 U.S.C. § 362 be, and same is hereby, continued in effect with respect to Movant, its successors and assigns, and the Property, provided that Debtors timely pays the *ad valorem* taxes going forward and maintain property insurance, if not escrowed for such. If the loan is escrowed, Debtors shall also be obligated to pay the full amount of escrow due and proceed with all requirements under the loan, including but not limited to timely notifying Movant in the event different insurance is requested. These obligations shall continue annually thereafter until the indebtedness secured by the Property is fully paid.

4. Should any future payment to the mortgagee not be made within 30 days of its due date, including all *ad valorem* taxes in full within the specified time period, or should Debtors' insurance lapse or be cancelled, then upon certification to be filed with this Court and on notice to the Debtors, the Debtors' attorney and the Trustee, The Bank of New York Mellon, f/k/a The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2007-BC3, its assignees and/or successors in interest, shall be entitled to an Order for Relief from the Automatic Stay with respect to the Debtors' real property commonly known as **1978 Hillside Ave, Union, New Jersey 07083**.

5. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

6. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.


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7. A Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1(c) is not required for the fees and costs included and disclosed as part this Order.

8. In the event the instant bankruptcy proceeding is dismissed or discharged, this Consent Order shall be terminated and have no further force or effect.

The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

By 

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Attorney for Secured Creditor

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By  2/26/19

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Attorney for Debtor

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CERTIFICATE OF MAILING

I hereby certify that on _____, 2019, a copy of the foregoing Order was served on each of the following: Movant.
